



Town of Hamilton
Select Board
Monday, June 6, 2022

- Shawn Farrell,
Chair
- Jamie Knudsen
- Caroline Beaulieu
- Tom Myers
- Bill Olson

6:30 PM
Hamilton Town Hall, Memorial Room
577 Bay Road, Hamilton, MA

AGENDA

Town Government meetings in the Memorial Room at Town Hall have returned to in-person meetings. The Select Board will continue to utilize Zoom to allow for a hybrid meeting environment, to make the meetings more accessible:

Join Zoom Meeting:

<https://us02web.zoom.us/j/87521346755?pwd=WU5RM1hkUUTTIFST1RUVM5UeUVMQT09>

Meeting ID: 875 2134 6755

Passcode: 616775

One tap mobile

+13126266799,,87521346755#,,,,*616775# US (Chicago)

+19292056099,,87521346755#,,,,*616775# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

6:30 p.m.	Call to order - Memorial Room Pledge of Allegiance
EXECUTIVE SESSION	
• To address complaints and conduct of a Town official	
ANNOUNCEMENTS & BOARD OPENINGS	
	Board and Committee openings: <ul style="list-style-type: none">• Historic District Commission – 1 opening (Board of Realtor member)• Capital Committee – 1 opening• Council on Aging – 2 openings• Conservation Commission – 2 openings• Board of Health – 1 opening• Affordable Housing Trust – 1 opening• Hamilton Housing Authority – 1 opening• Human Rights Commission - 2 opening (Housing Authority and At-large)• Recreation Committee – 1 opening (Hamilton resident)
	Public Comment (3 minutes on topics not already on the agenda)
	Select Board Members/Town Manager Reports

CONSENT AGENDA	
<ul style="list-style-type: none"> • Approve minutes of 4-19-22 Select Board Meeting 	
AGENDA	
7:15 p.m.	<ul style="list-style-type: none"> • Hamilton Development Corporation updates – HDC Chairman Rick Mitchell • Review Draft letter to Beverly City Council re: National Grid transmission line project • Water Abatement for Bay Road property • Approve new contracts for Police Chief Russell Stevens and Fire Chief Raymond Brunet • Approve One Day Liquor License Policy Amendment • Discuss authorizing Town Manager to sign One Day licenses • Approve two (2) One Day License applications – June 18 and June 22, separate events • Discuss creation of new Hamilton Environmental Impact Committee
Cemetery Deeds:	<ul style="list-style-type: none"> • Review and Discuss new Display of Flags on Town Property Policy • Open the Warrant for Special Town Meeting on October 1, 2022 • Discussion and possible vote on Gordon Conwell Lease • Presentation on funding options for Town Hall renovations • New Business

HAMILTON SELECT BOARD

MINUTES OF MEETING

Memorial Room, 577 Bay Road, Hamilton

April 19, 2022

Select Board Present:

Chair William Olson, Jamie Knudsen, Shawn Farrell, Caroline Beaulieu, and *Tom Myers (*participating remotely)

Finance and Advisory Committee Present:

Chair Christina Schenk-Hargrove, Nick Tensen, *John Pruellage, *John McGrath, and *David Wanger (*participating remotely)

Town Staff Present:

Finance Director Alex Magee, *Assistant Finance Director/Town Accountant Dyan Katz, and *Patton Homestead Director Holly Erickson (*participating remotely)

**The meeting was held at Town Hall with a Zoom component.*

Call to Order/Pledge of Allegiance

Select Board Chair William Olson called the Select Board (SB) meeting to order at 7 p.m. with four members present at Town Hall and one member, Tom Myers, attending remotely via Zoom. The Pledge of Allegiance was recited. Mr. Olson introduced and welcomed new board members, Mr. Myers and Caroline Beaulieu, and took a roll-call. He thanked prior SB members Darcy Dale and Rosemary Kennedy for their service and said he wanted to keep them involved on Town boards and committees.

ANNOUNCEMENTS & BOARD OPENINGS

Board and Committee Openings

- Hamilton Historic District Commission—one opening (Board of Realtor member)
- Capital Committee—one opening
- Conservation Commission—one opening
- Council on Aging—one opening
- Affordable Housing Trust—one opening
- Human Rights Commission (HRC)—one opening (Housing Authority)
- Hamilton-Wenham Recreation Board—one opening (Hamilton resident)

Public Comment (3 minutes on topics not already on the agenda)

None.

Selectmen/Town Manager Reports

Town Manager Joe Domelowicz was not present. Mr. Olson's report was to welcome everyone. He said he looked forward to the year. Mr. Farrell commented on the Police Department's promotion of Autism Awareness Month and gave information about the upcoming fundraiser at Five Sons Pizza. Jamie Knudsen, Mr. Myers, and Ms. Beaulieu did not give reports.

CONSENT AGENDA

- Approve Minutes of SB meeting of March 7, 2021
- Approve Minutes of Joint SB & Finance and Advisory Committee (FinCom) meeting of March 15, 2022

Decision:

Mr. Knudsen made a motion that the SB approve the Consent Agenda. Mr. Farrell seconded the motion. A roll-call vote was taken with “ayes” from Mr. Olson, Mr. Knudsen, and Ms. Farrell, (3-0-2). Ms. Beaulieu and Mr. Myers abstained as they were not yet SB members at the time of the meetings.

AGENDA

Election of Officers for the Select Board—Chair, Vice Chair, and Clerk

Decision 1:

Mr. Knudsen made a motion to elect Shawn Farrell for **Chair** of the SB. Mr. Olson seconded.

Discussion:

Mr. Farrell accepted the nomination.

Decision (Continued):

A roll-call vote was taken with “ayes” from Mr. Olson, Mr. Knudsen, Ms. Beaulieu, and Mr. Myers, (4-0-1). Mr. Farrell abstained.

Decision 2:

Mr. Olson made a motion to nominate Jamie Knudsen for **Vice Chair**. Mr. Farrell seconded.

Discussion:

Mr. Knudsen accepted the nomination.

Decision (Continued):

A roll-call vote was taken with “ayes” from Mr. Olson, Mr. Farrell, Ms. Beaulieu, and Mr. Myers, (4-0-1). Mr. Knudsen abstained.

Decision 3:

Mr. Farrell made a motion to elect Caroline Beaulieu for the **Clerk**. Mr. Knudsen seconded.

Discussion:

Mr. Olson outlined the duties of the clerk. Ms. Beaulieu said she accepted upon mentorship.

Decision (Continued):

A roll-call vote was taken with “ayes” from Mr. Olson, Mr. Knudsen, Mr. Farrell, and Mr. Myers, (4-0-1). Ms. Beaulieu abstained.

Mr. Farrell assumed chairmanship of the meeting.

Finance and Advisory Committee Joins Select Board Meeting

FinCom Chair Christina Schenk-Hargrove called the FinCom to order at 7:10 p.m. and took a roll call. She and Nick Tensen were present at Town Hall. David Wanger, John Pruellage, and John McGrath attended via Zoom.

Report of the Fiscal Year 2021 Town Audit—Jim Piotrowski of CLA [CliftonLarsonAllen] and Discussion

Mr. Piotrowski said he was not a signer on the report, but was one of the principles who worked on the audit with Finance Director Alex Magee, Assistant Finance Director/Town Accountant Dyan Katz, Treasurer/Collector Peggy McLoughlin, and Mr. Domelowicz. Mr. Piotrowski provided key financial highlights, explaining the firm was engaged to express an opinion on whether financial statements are fairly represented and on the Town’s internal control, as well as to review best practices of management. He said the opinion on the financial statements was unmodified, which is the best opinion available. He said the financial statements are fair and accurately presented. In the internal control financial reporting, there were no findings noted. The Management Letter gave four comments with three being recurring and one informational. Mr. Piotrowski reviewed specifics of the financial audit highlights and their relation to the prior year. (*See report in meeting packet.*) He highlighted the formal adoption of the O.P.E.B. (Other Post-Employment Benefits) trust as a fiduciary fund and discussed O.P.E.B. liability, depreciation, and net pension liability.

Mr. Wanger asked for a definition of the “discount rate.” Mr. Piotrowski replied it was the rate used to discount the value of the future pension and O.P.E.B. benefits to a present-day liability. Mr. McGrath commented it appeared the financial statements and operation were of high quality, and asked if Mr. Piotrowski had observed any financial trends that were concerning. Mr. Piotrowski said overall, the Town’s General Fund balance was a strong figure. He said the adoption of the O.P.E.B. Trust was an important step, which will provide the credit of holding those investments. He said there was nothing specific that came to mind. Mr. McGrath asked if Mr. Piotrowski could highlight areas where similar municipalities had run into trouble. He responded that three areas came to mind: O.P.E.B., outstanding leases, and IT (information technology) security. Mr. Olson asked Mr. Piotrowski to walk them through figures relating to the General, Recreational Field, and Capital Stabilization funds, which require a 2/3 majority vote at Town Meeting to withdraw funds. Free Cash was also discussed.

Mr. Piotrowski reviewed the Management Letter comments. There was a difference in the records of building permits vs. the financial statements. He reviewed recommended assessments, saying there were no disagreements with management, and that nothing was proposed that wasn't corrected. Mr. Farrell and Ms. Schenk-Hargrove commented favorably about having the FinCom participate in the meeting to review the audit, which had not always happened in the past.

Finance and Advisory Committee Adjourns

At approximately 7:35 p.m., John Pruellage made a motion that the FinCom adjourn. Mr. Wanger seconded the motion. A roll-call vote was taken with "ayes" from Mr. Tensen, Mr. Wanger, Mr. Pruellage, Mr. McGrath, and Ms. Schenk-Hargrove, (5-0) unanimous.

Appointment of Corey Beaulieu as an Associate Member of the Planning Board—Discussion and Vote

The SB had received the application and recommendation from the Planning Board, included in the meeting packet.

Decision:

Ms. Olson made motion that the SB appoint Corey Beaulieu as Associate Member of the Planning Board. Mr. Knudsen seconded the motion.

Discussion:

Mr. Olson said the Planning Board had wanted to ensure it had enough members for the 133 Essex St. hearings and Mr. Beaulieu agreed to remain on the board.

Decision (Continued):

A roll-call vote was taken with "ayes" from Mr. Olson, Mr. Knudsen, Mr. Farrell, and Mr. Myers, (4-0-1). Ms. Beaulieu abstained.

Select Board Committee Liaison Appointments—Discussion Only

A chart of all the Town boards/committees was presented onscreen. SB members were asked by Mr. Farrell to indicate their top 5 or 6 choices in order of ranking and to notify him. Then he and Mr. Knudsen will make the liaison assignments. It was discussed that liaisons don't necessarily have to attend all their respective committee meetings except in cases where a liaison is also a voting member. There was a discussion about former SB member Ms. Kennedy remaining on the Master Plan Steering Committee, which will cause that membership to increase to 10. Because 10 is an even number, there was a discussion about how that might impact the voting.

Hamilton One-Day Liquor License Policy—Review and Discussion of Possible Amendments and Vote

Mr. Olson explained the goal was to have one alcohol policy for the Town. The ABCC (Alcoholic Beverages Control Commission) does not regulate private events on public property [such as those held at the Patton Homestead] and the SB wanted a policy to protect the community. Mr. Olson said they were looking to modify the section concerning private events on public property and also to look at "seasonal" licenses for vendors serving alcohol at multiple events. The policy draft was in the packet.

Ms. Beaulieu said the policy seemed complex compared with that of other towns and wondered if the SB wanted to take a step back and review it. Mr. Myers agreed, saying they should distinguish between the public events and private events on public property [the Patton Homestead]. Mr. Olson said the ABCC was clear on what was needed for a public event, but not a private one. That is why the SB had decided to require someone wanting to hold a private event on Town-owned property to have a 12C [caterer's] license.

Ms. Erickson commented that the Homestead venue can only house about 49 people. She noted hosts of small events don't want to spend a lot of money, so the 12C license requirement will likely cause them to go elsewhere. Mr. Farrell, a liaison to the Patton Homestead study group, suggested he bring this up with the group at its next meeting and report back to the SB. Ms. Beaulieu said a catering license is a huge burden for someone putting on a small wedding. Mr. Myers suggested that perhaps the policy might be based on number of participants.

Mr. Farrell noted Hamilton's one-day license costs \$100 whereas other communities [such as Ipswich] charge \$30. It was discussed that perhaps the requirement for a private event be either a 12C license or a bartender service, although a bartender service can also be expensive. Ms. Beaulieu asked if there were a requirement for law enforcement to be informed. Ms. Erickson said anytime liquor is included at an event, the police are informed. In addition, there are other ABCC requirements

(insurance, a sketch, limited hours, TIPS [training for intervention procedures]-certified servers, etc.). Mr. Farrell said in addition to eliciting ideas from the Patton Homestead study group, they can find out what other communities do.

Paul Donhauser, of Essex County Brewing Co., suggested the SB look at how Appleton Farms handles the issue and explained the cadence there vs. what Hamilton requires for the Homestead. Ms. Beaulieu asked Mr. Donhauser if it was Hamilton's process that's painful or the money (cost of license). Ms. Beaulieu responded it was a little bit of both. In Ipswich he can purchase all the one-day licenses at once. There is no hearing at which he must appear, although a vote is taken at the meetings. It was discussed that it is important for vendors to come in and present before the SB at least prior to their first event and then to return to report on how the event went before being considered for additional events or "seasonal" license.

Approve One-Day Liquor License Requests for Patton Homestead Events Series—Discussion and Vote

The application was included in the packet.

Decision:

Mr. Olson made an amended motion that the SB make an exception to the alcohol policy and approve the one-day liquor license for the 5/5 and 5/12 application by Essex County Brewing Co. for the Patton Homestead concert series. Mr. Knudsen seconded the motion.

Discussion:

Mr. Knudsen clarified that the vendor will be bound by the ABCC requirements and not the Town requirement to have a 12C license. Ms. Beaulieu noted most beer trucks don't have a 12C license and as the policy stands, would not be able to obtain a one-day license for the Patton Homestead events. The SB will be looking further at the policy.

Decision (Continued):

A roll-call vote was taken with "ayes" from Mr. Olson, Mr. Knudsen, Ms. Beaulieu, Mr. Myers, and Mr. Farrell, (5-0) unanimous.

Report on Plans for Outdoor Summer Seating at 15 Walnut—Discussion

Mr. Farrell commented that two parking spaces have been taken over for outdoor seating. Mirinda Sweet, the restaurant's general manager, said via Zoom that the restaurant is looking to continue within the same outdoor parameters they've had for the last two years: two parking spaces plus space under the awning. She said typically, for staffing reasons, they have shut down one seating section indoors, a loss of about 18 seats. The outdoor seating area is about 32 seats. Mr. Farrell noted that in the application, the restaurant was requesting 40 outdoor seats. She said that is what is requested but not what is used. Mr. Olson said the SB does not want to approve anything beyond the overall seating capacity if one is outlined in the restaurant's current liquor license.

Decision:

Mr. Olson made a motion that the SB approve the application for the temporary public way request for outdoor seating at 15 Walnut Tavern with the caveat that 15 Walnut does not increase its number of seats beyond the existing ABCC liquor license requirement. Mr. Knudsen seconded the motion.

Discussion:

Mr. Olson said he wanted a letter from the restaurant within the next couple of weeks addressing whether the liquor license is tied to a certain seating capacity. Mr. Farrell asked if the restaurant wanted to extend its request past the April 1, 2023 deadline. Ms. Sweet said yes, they'd like to extend it into the foreseeable future. Mr. Farrell suggested the SB look at Town bylaws concerning this issue.

Decision (Continued):

A roll-call vote was taken with "ayes" from Mr. Olson, Mr. Knudsen, Ms. Beaulieu, Mr. Myers, and Mr. Farrell, (5-0) unanimous.

Hamilton Third Party Flag Policy—Discussion and Vote

Mr. Farrell referred to the policy draft in the packet. It essentially states that flags will be flown only if they are in accordance with approved federal and state holidays and proclamations. Mr. Knudsen noted it was just a draft. Mr. Olson clarified there was currently no SB flag policy, but the SB does not need a flag policy to vote on flag requests.

Mr. Knudsen said he thinks the SB should step back from policy development, not necessarily to not have a policy, but to have a policy that says that flying a flag is government speech, and the SB is the government that initiates that speech. He wanted a policy consistent with that idea that did not invite an application process. He said people write to them with flag requests all the time, but to have a formal application process puts the Town close in the direction of what happened in Boston [*Shurtleff v. City of Boston*, recent Supreme Court case]. Mr. Knudsen volunteered to come up with a new flag policy to encapsulate this idea.

Ms. Beaulieu said she wondered if what was needed was a statement of consideration rather than policy. She said that having a policy opens them up to the nuance of people or groups trying to make a point rather than actually trying to raise flags that reflect community values. She said the word proclamation opens them up to things that may be frivolous and noted there are many gray areas with proclamations.

Mr. Myers commented they have to make sure what they decide to fly *is* government speech. He said tying the raising of a flag to a government or state proclamation is one step, but there are a number of proclamations that the SB might not want to raise a flag on. He said some of the requests the SB has received can't be captured by a policy. He said the raising of a flag is a discretionary act by the elected officials, which can change based on who the elected officials are. He suggested the SB hold off to see if the Supreme Court decision might give them guidance in crafting a policy.

Mr. Knudsen said ultimately it is up to the SB as the government to make the decision, although they should have an open forum in which the public can comment. Mr. Olson said that in itself is a policy. He cited two options: to raise only flags having to do with state or federal holidays and proclamations or to ask for a local consensus, such as by requiring the submission of 25 signatures in support. Mr. Knudsen said that sounds reasonable except to the extent it really does rest with the SB. He said he thinks they need to be careful to actually own the decision. When Mr. Farrell brought up the idea that the SB erect another flagpole, such as in Patton Park, which would be a free-speech pole, Mr. Knudsen said that could be problematic.

Virginia Cookson, 318 Forest St., said she thinks the government should fly a government flag (U.S., State, County, Town) because they could upset people by not recognizing a group wanting to fly one or by flying something that is not appropriate because it is political. She thinks the Town flagpole should be for the Town. She said while she agrees with the idea of erecting another pole, which can be a public pole, the Town flagpole should be for the government.

Tosh Blake, 217 Sagamore St., said controversy can arise if the SB is picking flags on a case-by-case basis as picking certain flags can be looked upon as favoritism. He said the government should represent all the Town. If 2/3 of the Town likes a flag, but 1/3 does not, that does not represent the community and isn't a good message to give to those in the minority. He said they should keep it simple and stick to the American, State, or local flag, or open it up to basically everybody.

Mr. Farrell said the Pride flag and Juneteenth flags are for human rights and are not political. Mr. Blake disagreed, saying they are very political. He said almost all the flags being requested would be political. He said it is OK to be political, but it should be equitable.

Hamilton HRC Chair Anne Brady commented that government speech is about how the government wants to represent itself and wants to say. She noted the Pride flag and Juneteenth flag requests aren't third-party requests. They came from the HRC, not outside of the government, and she wants to have those two requests held separate from third-party requests.

Mr. Knudsen said the SB did make a unanimous decision two years ago to fly the Pride flag and it was well-received. A decision that goes against that now would be meaningful and would be making a statement that's contrary from a human rights standpoint. Ms. Beaulieu said the federal government believes in the rights of people and sends that message, so if the Town decided not to fly the Pride and Juneteenth flag, it would adversely affect people.

Mr. Knudsen said he doesn't want the Town to adopt a policy and find itself in a similar litigation to what Boston is going through. He said he thinks they should wait on making the policy and approve the flags they have flown before (Pride and Juneteenth).

Mr. Blake said he would like to request that the Gadsden flag be flown at Town Hall. He said it was a Revolutionary War flag and requested it be flown on July 4th.

Requests to Fly Third Party Flags on Town Flag Poles (Pride Flag, Juneteenth Flag, Gadsden Flag, and Right to Life Flag)—Review and Discussion of Open Requests

In the absence of a flag policy, Mr. Farrell said the SB will decide on the current flag requests at the next meeting and would work on a policy pending (or not pending) the awaited Supreme Court decision. Mr. Olson wanted to delete the words "Third Party" and just call it Flag Policy. It was discussed that flag requests may be made by a Town nonprofit, board/committee, or a resident.

Select Board 2022-23 Goal Setting—Discussion Only

Mr. Farrell explained that each year the SB holds a meeting to discuss Town Manager and SB goals. He said he will ask Mr. Domelowicz to talk about how he is doing with finishing up his previous goals and to come up with a new goals list. The SB members also propose goals. Ms. Beaulieu asked how the goals are tracked. Mr. Farrell said through check-ins, which are also a part of the Town Manager's annual review. Mr. Olson added that the Town Manager report, which was recently revised, is a living document that shows everything being worked on. Ms. Beaulieu asked when the reviews/check-ins occur, for example, if they are quarterly. Mr. Farrell said that is up to the SB. Mr. Olson explained that check-ins on various projects are worked into the meeting agendas. Ms. Beaulieu asked if the goals meeting was attended by the public. Mr. Farrell said it depends on how the SB sets it up. Mr. Knudsen pointed out that last year the meeting was on Zoom.

Mr. Olson proposed focusing on the Town Hall renovation, having more joint (regional) services, supporting the Master Plan process, opening the Regional School Agreement, working on the Cutler School project, and having more sidewalks, walking paths, and bike paths in Town. He said he felt the SB did a good job maintaining and stabilizing the Town throughout the pandemic and now needed to improve upon what they have stabilized.

There was a discussion about the relationship of the Town's Master Plan process to the goals list. Responding to a question from Ms. Beaulieu, Mr. Magee said there is another year left in the planning process. The process typically takes about 18 months.

Adjournment

Mr. Knudsen made a motion to adjourn the SB meeting at 9:10 p.m. Mr. Olson seconded the motion. A roll call vote was taken with "ayes" from Mr. Olson, Mr. Knudsen, Ms. Beaulieu, Mr. Myers, and Mr. Farrell, (5-0) unanimous.

Respectfully submitted as approved at the _____ meeting.

Prepared by:

_____/_____
Mary Alice Cookson
Select Board Minutes Secretary

Date

Documents Discussed at Meeting:

- Minutes for SB Meeting on March 7, 2022, Mary Alice Cookson
- Joint Minutes for SB & FinCom Meeting on March 15, 2022, Mary Alice Cookson
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Town of Hamilton, Massachusetts Management Letter, June 30, 2021
- Recommendation for Appointment of Corey Beaulieu as Associate Member of the Planning Board, Patrick Reffett
- Application for Appointment for Board/Committee Membership, Corey Beaulieu
- Hamilton Select Board Liaison Roles, effective May 2022
- Town of Hamilton Policy Regarding One-Day Licenses to Sell Alcoholic Beverages as Adopted by the SB on Dec. 6, 2021
- Application for a One-Day License to Sell Alcoholic Beverages, Essex County Brewing Co. for Patton Homestead Concert Series event
- Application for Restaurant Dining—Temporary Public Way/Public Property License, Indigo Restaurant Corp. DBA 15 Walnut Tavern
- Policy: SB Request for Guest Flag Raising
- Town of Hamilton Financial Statements and Supplementary Information, Year Ended June 30, 2021

TOWN OF HAMILTON

TOWN MANAGER

June , 20222

City Council President Julie Flowers &
Beverly City Council
Beverly City Hall
191 Cabot Road
Beverly, MA 01915

RE: The Beverly Regional Transmission Reliability Project

President Flowers and the Honorable Beverly City Council

Greetings, I am writing to you today to offer the full support of the Town of Hamilton for National Grid's Beverly Regional Transmission Reliability Project, which is proposed to run from the new Waite Street Substation in Salem to the East Beverly Substation on Boyles Street.

The underground cable which is being proposed to be replaced in this project is one of just two ways that Hamilton, and other communities north of Beverly, are served with electricity. The other is an overhead transmission line, which is susceptible to weather, fallen trees, animal incidents and other natural occurrences, creating the potential to leave Hamilton and our other neighbors without the vital electricity supply that our residents and businesses need to operate daily. The line that is proposed to be replaced has outlived its useful life and is in imminent danger of failing. If this happens it will leave Hamilton without a resilient electricity supply in the event of storms and other natural occurrences, the town could be left without power for days in the event of a large storm or other accident.

I recognize what a disruption this type of major infrastructure replacement can place on a community and I am sensitive of the need to balance quality of life concerns and provide relief from long-term construction projects that disrupt traffic, create noise and otherwise impact your community. However, for Hamilton and other North Shore communities that are served through this project, it really is a matter of providing a reliable source of electricity supply to our residents and businesses. Without this project, we are at risk of losing our system resiliency and quite literally being left in the dark.

If you should have any questions, please feel free to reach out to me directly at jdomelowicz@hamiltonma.gov.

Sincerely yours,

Joseph Domelowicz Jr.
Town Manager



P.O. Box 429
577 Bay Road
Hamilton, MA 01936

Phone
Fax
Web site

(978) 468-5572
(978) 468-2682
<http://www.hamiltonma.gov>

Joe Domelowicz

From: Tim Olson
Sent: Thursday, May 19, 2022 12:22 PM
To: Joe Domelowicz; Shawn Farrell
Subject: FW: Kagan 588 Bay Rd
Attachments: 2022-3-10_Water Abatement Form_588 Bay Road_Kagan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Shawn and Joe,

I reached out to the Kagan's regarding the abatement request and this was the return email I received. See below.

Quick facts, the 3 prior similar quarters in 2018/2019/2020 indicated irrigation use during mandatory water bans enacted by the Select Board that were in addition to the Seasonal Water Ban. I have included this in my draft abatement recommendation. The current abatement policy is silent when there are active water bans.

Also, they say the irrigation leak was due to a spike in pressure. I am not aware of any issues in the system regarding pressure and to my knowledge we did not receive any other calls nor had any operational issues.

The Kagan's have paid \$500 towards this Nov 2021 bill, but have not made any other payments to their Feb 2022 bill (\$765.20) nor have yet paid their current May 2022 bill (\$222.99).

I did however perform some quick calculations and have provided a draft abatement, see attached, for their Nov 2021 water bill for your review if an abatement is deemed appropriate.

Please let me know if you would like further information regarding this request.

I will also try to put together some edits to the current abatement policy for consideration.

Thanks

Tim Olson

Timothy J. Olson

Town of Hamilton
Director of Public Works
577 Bay Road
PO Box 429
Hamilton, MA 01982
P: 978-626-5227
F: 978-468-5582
tolson@hamiltonma.gov

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TOWN OF HAMILTON

Water Department

577 Bay Road
P. O. Box 429
Hamilton, MA 01982

Tel. (978) 626-5227
Fax (978) 468-5582

Water Abatement Application

Name: Gatey Kagan

Address: 588 Bay Road

Acct# 08-0004

Hamilton, MA 01982

This application is for abatement of Bill # 268082 Bill Date: 11/1/2021

Reason(s) for which the abatement is requested (please attach supporting documentation); if abatement is sought for relief due to a leak; please provide a plumber's invoice showing that the leak has been fixed. Applicants may be asked to submit supplementary information to support the application for abatement.

Resident identified the cause of a high water consumption to the November 2021 water bill was due to a leak in the irrigation system which they say was caused by a high pressure issue in the system. The resident has asked for an abatement to the 11/1/2021 as the consumption appears over the normal average use. The resident mentioned they did not use the irrigation system and made the repairs to the system. The Hamilton Water Department recently took a manual reading and the consumption has returned to normal.

Staff Review:

In review of the consumption history and evaluating the trend over the past several years, the Nov. billings have always had large consumption compared to the other quarters. This past Nov. 2021 usage seems a bit higher than normal however still reflects a common seasonal trend. Based on the current abatement policy, in order to qualify for abatement, a customer's excess consumption must exceed the greater of 100% or 35,000 gallons above their normal consumption. Normal consumption will be the average of at least the previous three (3) years' consumption history (for similar billing periods) unless deemed otherwise by the DPW Director. Please see the calculations below.

In this case, given the seasonal trend, I thought it was prudent to review the past the previous 3 years, evaluating the seasonal highs influenced by irrigation use while also reviewing past seasonal watering restrictions. The water conservation efforts in Hamilton during similar billing periods for 2018, 2019, and 2020 included the Select Board enacting the annual (May 1-Sep 30) ban, which does permit irrigation use between the hours of 8pm-8am, however the Select Board also enacted an additional level of restrictions for the following reasons; operational issues at the Water Treatment Plant in 2018 and low river levels of the Ipswich River in 2018, 2019, and 2020. The Select Board also increased restrictions up an additional level with a complete ban on all nonessential outdoor water use in 2020. The Kagan's consumption use, especially in years 2019 and 2020, indicated irrigation use, which was to be discontinued due to drought conditions. In my opinion, the irrigation system should not have been utilized during these last three billing periods and therefore I believe this abatement should be denied.

Furthermore, the resident claims the irrigation leak was from a spike in water pressure. I am not sure of the sensitivity of these irrigation heads, but there was no other similar reported issues by other residents nor was there any system operational issues that may have changed pressure. If that was the case I would assume a much larger issue with their personal system and also throughout the town system.

Abatement Calculations:

Average of the last 3 billing quarters

Bill Date History	Consumption (gallons)
11/1/2020	154,000
11/1/2019	100,000
11/1/2018	65,000



TOWN OF HAMILTON

Water Department

577 Bay Road
P. O. Box 429
Hamilton, MA 01982

Tel. (978) 626-5227
Fax (978) 468-5582

Average History	106,333 ~107,000
11/1/2022 Current Bill	172,000
Difference	65,000
½ Difference	32,500~33,000

Average plus ½ Difference = 107,000 + 33,000 = 140,000 gallons

Revised 11/1/2022 Water Bill #268082 = 140,000 gallons = \$1,697.60

Original 11/1/2022 Water Bill #268082 = \$2,123.84

Abatement Amount = \$426.24

Usage Rates (per 1000)						
0-5000	5001-25000	25001-50000	50001-250000	>250000	Infrastructure Charge	Total Revised Bill
5,000	20,000	25,000	90,000	N/A		
5	20	25	90	N/A		
\$ 4.62	\$ 6.31	\$ 10.78	\$ 13.32	\$ 15.40		
\$23.10	\$126.20	\$269.50	\$1,198.80	\$0.00	\$80.00	\$1,697.60

-----OFFICE USE ONLY-----

Date Received: 3/9/2022

Original Bill # 268082:	\$2,123.84
Revised Bill# 268082 Amount:	\$1,697.60
Water Abatement Amount:	\$426.24
Previous Payment:	\$500.00
Bill #268082 Balance Due:	\$1,197.60

Reviewed By: Timothy J. Olson

Position: DPW Director

Date: 5/19/2022

Staff Review and Recommendation:

Per Section 5 of the Town of Hamilton Water Abatement Policy, the Town of Hamilton Board of Selectmen shall consider a one-time abatement, per account, during any ten-year period, equal to half of the water consumption above normal consumption. Normal consumption will be the average of at least the previous three years' consumption history (for similar billing periods) unless deemed otherwise by the DPW Director.

Town Manager Approved: _____

Submitted to Board of Selectmen:

Date: _____

Approved: _____

Denied: _____

Approved: _____

Denied: _____

Approved: _____

Denied: _____



TOWN OF HAMILTON

Water Department

577 Bay Road
P. O. Box 429
Hamilton, MA 01982

Tel. (978) 626-5227
Fax (978) 468-5582

Approved: _____

Approved: _____

Total Approved: _____

Denied: _____

Denied: _____

Total Denied: _____



**EMPLOYMENT CONTRACT
BETWEEN
TOWN OF HAMILTON
AND
FIRE CHIEF**

Contract made this _____ day of, _____ 2022 by and between the Town of Hamilton (hereinafter the "TOWN") and Raymond A. Brunet of Hamilton, Massachusetts (herein after the "FIRE CHIEF").

Whereas, the TOWN is desirous of securing the services of the FIRE CHIEF for the administration of the TOWN'S Fire Department; and

Whereas, the TOWN has or hereby does recognize voluntarily, pursuant to the applicable regulations of the Massachusetts Labor Relations Commission, the position of chief as a supervisory position separate from any bargaining unit, and separate and distinct from all other units in the Fire Department; and

Whereas the FIRE CHIEF is willing to perform the duties of the position of the fire chief according to the terms and conditions of this Contract

Now, therefore, the TOWN and the FIRE CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Contract to which said FIRE CHIEF shall be entitled as fire chief.

1. DUTIES

The administrative control of the Fire Department of the TOWN shall be the responsibility of the FIRE CHIEF, pursuant to M.G.L. c. 48, s. 42. Under the direction of the Board of Selectman (the "BOARD") and the Town Manager as the BOARD's designee, the FIRE CHIEF shall be the executive head of the Hamilton Fire Department and, as such, the FIRE CHIEF shall have day to day administrative and supervisory control of the Department as provided by the rules and regulations of the Hamilton Fire Department, applicable law, the attached mutually agreed upon Job Description, and the policies and directives of the BOARD, promulgated from time to time. The authority of the FIRE CHIEF shall be as set forth in the said Laws, Policies and Regulations.

2. HOURS OF WORK

- A. FIRE CHIEF agrees to devote the amount of time and energy necessary to perform the duties of FIRE CHIEF under this Contract.
- B. It is recognized that the FIRE CHIEF must devote time beyond what is considered normal work hours to efficiently conduct the business of the TOWN. To that end, the FIRE CHIEF shall be allowed to take compensatory time off as appropriate during normal work hours at such time in which the FIRE CHIEF reasonably determines will have minimum impact on the daily operation of the Fire Department. The scheduling of any vacation leave or compensatory time may require the assignment of an Officer in Charge (OIC) for the operation of the Fire Department, at the sole discretion of the FIRE CHIEF. The FIRE CHIEF shall give notice to the Town Manager before taking compensatory time off lasting for more than one day.
- C. In case of any absence lasting more than one day, whether for vacation or otherwise, the FIRE CHIEF shall designate a competent Fire Department employee to carry out his duties in the event of an emergency. Whenever the FIRE CHIEF anticipates that he may be unreachable by telephone for more than one day during such absence he shall notify the Town Manager in advance.

3. COMPENSATION

- A. Subject to the terms and conditions of this Contract, and while engaged as and performing the duties of FIRE CHIEF, the TOWN agrees to pay the FIRE CHIEF for his services rendered and he shall be paid an annual base salary of One Hundred Twenty Nine Thousand Nine Hundred Ninety-Seven Dollars and Ninety-Eight cents (\$129,997.98) annually effective July 1, 2022.

- B. For fiscal years commencing on July 1, 2023 said salary shall be increased by 2.00%, on and July 1, 2024, said salary shall increase by 2.50% and on July 1, 2025, said salary shall be increased by 2.00%.
- C. In recognition of the role of Emergency Management Director (EMD), the FIRE CHIEF shall also be paid \$5,000 per year, to be paid in twelve (12) equal installments over the course of the year, as an EMD Stipend.
- D. In recognition of his certification as an Emergency Medical Technician (EMT), the FIRE CHIEF shall also receive the EMT Stipend that is provided to all other fulltime members of the department, to be paid in twelve (12) equal installments over the course of the year.

4. PAID LEAVES

- A. Vacation: The FIRE CHIEF shall receive five (5) weeks/twenty-five (25) days (based on eight hours (8) days) of vacation during each fiscal year. Except for the number of authorized weeks, all other vacation provisions of the TOWN's Personnel Policies, as it may be amended from time to time and shall apply. The scheduling of vacations of five (5) or more consecutive days shall be subject to the approval of the Town Manager and said approval shall not be unreasonably withheld.
- B. Holidays: The FIRE CHIEF shall be entitled to holidays as provided under the TOWN's Personnel Policies, as it may be amended from time to time.
- C. Personal Days: The FIRE CHIEF shall be entitled to three (3) personal days as provided under the TOWN's Personnel Policies, as it may be amended from time to time. Personal days shall not accumulate year to year.
- B. Sick Leave: Commencing with the effective date of this Contract, the FIRE CHIEF shall continue to earn 15 sick days per year. Any portion of such sick days not used in any year will be accumulated. All unused sick time accrued since the FIRE CHIEF's original date of hire shall be carried into this Contract.
- C. Sick leave buy back: FIRE CHIEF is eligible for a sick leave buy back. Said buy back shall consist of a one-time reimbursement from the TOWN for twenty-five percent (25%) of a maximum amount of (150) days of the FIRE CHIEF's accumulated sick time as defined above.
- D. Bereavement leave: The FIRE CHIEF shall be entitled to bereavement leave as provided under the TOWN's Personnel Policies, as it may be amended from time to time.
- E. Any unused paid leave at the time of retirement will be at calculated at the FIRE CHIEFS annual

rate of pay at the date of retirement.

5. OTHER BENEFITS

- A. Due to the 24-hour on call nature of the position of FIRE CHIEF, the TOWN shall provide a suitable vehicle for use by the FIRE CHIEF, and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the FIRE CHIEF in connection with the performance of his work-related duties, including travel to and from work, for on call and emergency responses, and for his professional growth and development to attend meetings and seminars as outlined in this Contract. The TOWN acknowledges that the FIRE CHIEF will be able to utilize the vehicle for personal use, which shall be minimized at the discretion of the FIRE CHIEF.
- B. Estate compensation: If the FIRE CHIEF dies during the term of his employment, the TOWN shall pay to the FIRE CHIEF's estate compensation for services rendered and benefits accrued up to the date of the FIRE CHIEF'S death, including accrued but unused vacation, personal days, and sick time. Compensatory time will be excluded for the purposes of this provision and will not be paid out to any benefactors. In no event shall the TOWN be held liable to the FIRE CHIEF's estate for payment of compensation or other benefits under this Contract for time not actually worked.
- C. Uniform allowance: The TOWN agrees to provide the FIRE CHIEF with a uniform and cleaning allowance. The allowance will be equal to the Hamilton Local 3250 bargaining unit as it pertains to the monetary amounts.
- D. General: Except where this Contract specifically provides otherwise, the FIRE CHIEF shall be entitled to all other benefits (any annual pay increase percentages other than step increases granted to other non-union employees, sick days, personal days, bereavement leave, paid holidays, health, life and worker compensation insurance retirement plan, etc.) as provided for non-union employees in the Personnel Policies, as the TOWN may amend from time to time.

6. INDEMNIFICATION

- A. The TOWN will include the FIRE CHIEF under its liability insurance policies for a minimum amount of One Million Dollars (\$1,000,000.00).

- B. To the extent allowed under MGL c. 258 or any other applicable law, the TOWN shall defend, hold harmless and indemnify the FIRE CHIEF against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of any alleged act or omission arising out of the performance of the FIRE CHIEF'S duties. This Section shall not apply to: (1) any willful or intentional torts; (2) criminal violations of MGL c. 268A; (3) any criminal acts; officials. And (4) any act or omission not arising from the performance of the duties as FIRE CHIEF.
- C. This Section shall survive the expiration of this Contract to the extent that it shall apply to all acts or omissions covered herein which occurred during the course of the FIRE CHIEF'S employment, even when the claim was made after resignation, termination or the expiration of this Contract. In no event, however, shall the TOWN be liable to indemnify the FIRE CHIEF for any costs, expenses, legal fees, and/or damages arising out of any complaints, lawsuits, or other legal actions commenced by him against the TOWN or any TOWN employees and/or Officials.

7. PROFESSIONAL DEVELOPMENT

Conferences, courses and seminars: The TOWN recognizes the need for the professional development of the FIRE CHIEF, and agrees that the FIRE CHIEF shall be given adequate opportunities to develop his skills and abilities as a professional manager. Accordingly, the FIRE CHIEF may attend the Massachusetts Fire Chiefs Association conference, International Association of Fire Chiefs conference, Fire Prevention Association of Massachusetts conference as well as attendance to senior fire officer forums, institutes, and seminars that, in his reasonable judgment, are necessary for the professional development of the FIRE CHIEF without loss of vacation or other leave. Absence from the department for attendance at such conferences and seminars shall be coordinated with the Town Manager, to ensure proper coverage of the Town during his absence. The FIRE CHIEF will be reimbursed for actual expenses incurred, including travel and registration expenses, upon presentation of receipts.

- A. The FIRE CHIEF is required to attend at least one conference per year, or in lieu of a conference, an adequate amount of senior fire officer forums and/or Massachusetts Fire Academy classes.
- B. The FIRE CHIEF must remain active within his peer organizations. i.e. Fire Chief's Association Massachusetts Association, International Association of Fire Chiefs, Essex County Fire Chiefs Association and Fire Prevention Association of Massachusetts.

8. ANNUAL REVIEW

- A. Annually, the Town Manager and the FIRE CHIEF shall work together to define and prioritize goals and objectives for the fiscal year. The goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and the appropriations and revenues provided by the Town.
- B. Based upon said goals and objectives, which could include items such as moving the department toward EMS capability, establishing a written policies and procedures book for all active firefighters, and other items as determined mutually by the Fire Chief and the Town Manager. The goals and objectives, when completed shall be appended to this contract, along with evaluation criteria.
- C. Based upon the performance appraisal criteria, the TOWN Manager, utilizing the Town's performance appraisal shall conduct a written evaluation of the FIRE CHIEF's performance. To the extent allowable by law, the evaluation shall be considered a confidential personnel record and shall be signed by both the Town Manager and the FIRE CHIEF for placement in the TOWN's personnel files.
- D. The Town Manager shall report to the BOARD the results of the evaluation as it relates to the duties and responsibilities of the FIRE CHIEF.

9. DUES AND SUBSCRIPTIONS

The TOWN agrees to pay for the professional dues and subscriptions of the FIRE CHIEF which are necessary for him, including the following professional organizations:

- ✓ Massachusetts Fire Chief's Association
- ✓ International Association of Fire Chiefs
- ✓ Essex County Fire Chiefs Association
- ✓ Fire Prevention Association of Massachusetts
- ✓ Nation Fire Protection Association
- ✓ National EMT Certification

11. OTHER EMPLOYMENT, CONFLICTS OF INTEREST, AND ETHICS

The FIRE CHIEF shall devote his time, attention, knowledge and skills solely to the business and interests of the TOWN. The FIRE CHIEF shall not accept or hold any other full-time, part-time, or

other position, whether as an employee or independent contractor, with any other employer without advance notice to and written permission of the Town Manager.

- A. The TOWN acknowledges that the FIRE CHIEF is employed by RAB Property Management LLC in which he is the sole proprietor. This employment shall not interfere with his assigned duties for the TOWN, and at all times, the duties set forth in this Contract shall take precedence.

12. DEATH OR DISABILITY

- A. In the event the FIRE CHIEF shall, during the term of this Contract, become permanently disabled from performing the duties of the position, as described further below, the TOWN may, subject to the requirements of applicable law (such as the Family and Medical Leave Act, Massachusetts General Laws Ch. 41, §.111F, and Ch32), terminate his employment by following the procedure described herein.
- B. The FIRE CHIEF shall be deemed to have become permanently disabled for purposes of this Contract if, because of ill health, physical or mental disability, or other causes beyond his control, the FIRE CHIEF is unable to perform the duties of the position for sixty consecutive days (60), or a total of one hundred eighty (180) days during the three (3) year term of this Contract, whether or not consecutive.
- C. In the event the TOWN elects to terminate the FIRE CHIEF due to disability, it shall give notice of its intention in writing, at the address of the FIRE CHIEF set forth in the preamble (or at such other address as the FIRE CHIEF may designate). The termination shall become effective on the last day of the month in which the notice is mailed, or at such later time as the BOARD may agree in writing.

13. DRUG OR ALCOHOL TESTING

Consistent with employment Contracts between the TOWN and other Department Heads, the TOWN may conduct random and after accident drug and alcohol testing and will retain a laboratory certified under the Department of Health and Human Services (HHS) Mandatory Guidelines for federal workplace drug testing programs. The use of a certified laboratory ensures that the highest standards of forensic toxicology are being met. The most current procedures and guidelines will be strictly followed. Random drug testing will be done while on duty. Tests will be for illegal drugs, marijuana or alcohol only. If a test indicates a positive result there will be a second test to ensure against a false positive. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify a person as having used

drugs or alcohol. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by a Medical Review Officer (MRO) prior to the transmission of the results to the Town. The MRO will be a licensed physician who is responsible for receiving laboratory drug testing results who has knowledge of substance disorders and has appropriate medical training to interpret and evaluate a positive test relative to the medical history and other relevant biomedical information. The MRO shall not be an employee of the laboratory conducting the test. The role of the MRO is to review and interpret confirmed positive test results obtained through the department's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Prior to making a final decision to verify a positive test result the MRO shall give the Employee an opportunity to discuss the test result with him. Following verification of a positive test result, the MRO shall refer the results to the TOWN.

14. LENGTH OF CONTRACT

The term of this Contract shall commence on July 1, 2022 and ends on June 30, 2026. If prior to June 30, 2026, the Board agrees to extend the duration of the Contract, the Contract may remain in effect from day to day thereafter, for a period not to exceed one (1) year or until a successor Contract is executed by the parties.

15. RENEWAL

In the event the FIRE CHIEF wishes to renew the Contract with the Town, the FIRE CHIEF shall provide written notice to the TOWN no earlier than nine (9) months, but no later than six (6) months, prior to the expiration of this Contract. The BOARD, may extend the duration of this Contract for an additional one (1) year period, while it negotiates a successor agreement. At no time, however, shall the duration of this Contract extension exceed one (1) year.

16. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

Signature Page

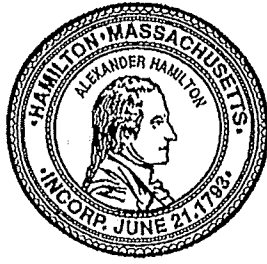
IN WITNESS WHEREOF, the parties have hereunto signed and sealed their Contract and a duplicate thereof this _____ day of _____ in the year Two Thousand and Twenty-two.

FOR THE TOWN OF HAMILTON
Hamilton Select Board

Date: _____

FOR THE EMPLOYEE
Raymond A. Brunet

Date: _____



EMPLOYMENT AGREEMENT

For Public Safety

Director Between

The Town of Hamilton, Massachusetts

And

Russell Stevens

Of

Boxford, Massachusetts

For the Period

July 1, 2022 to June 30, 2025

This is an employment agreement made this ____ of June 2022 between the Town of Hamilton (hereinafter "the Town"), acting through its Town Manager, and Russell M. Stevens of 3 Eagles Nest Lane, Boxford, Massachusetts, referred to in this agreement as "the Employee".

WHEREAS the Town wishes to secure the services of the Employee in the position of Public Safety Director ("the Position"), as described more fully herein, for the period July 1st, 2022 through June 30, 2025 under the terms and conditions of this agreement and the applicable Town By-Laws;

AND WHEREAS the Employee is willing to perform for the Town the duties of the Position under the terms and conditions of this agreement and the Town Bylaws;

Now, therefore, the Town and the Employee hereby agree as follows:

1. EMPLOYMENT

- 1.1 The Town hereby employs the Employee for the Position, and the Employee hereby accepts this employment.
- 1.2 The Employee shall perform the duties set forth in Appendix A, as well as such other duties as are customarily performed by persons holding the Position (or any comparable position) in other towns, and such other duties as may be assigned to him from time to time by the Town Manager. The Employee shall appoint all personnel under his direction and control, other than those in elected positions, subject to the approval of the Town Manager. The Employee shall consult with the Town Manager regarding all departmental hires and terminations."
- 1.3 The Employee shall not be permitted to work third party so-called "paid details".
- 1.4 The Employee shall report to the Town Manager. The Employee's performance of his duties shall be subject to the general supervision, orders, advice and direction of the Town Manager.
- 1.5 The Employee shall perform his duties at all times faithfully, industriously, to the best of his ability, experience and talents, and to the reasonable satisfaction of the Town.
- 1.6 The Employee shall perform his duties at the Public Safety Building and at such other places as the duties or the Town may require. The parties anticipate that the Employee will spend sufficient hours per week in the offices at the Public Safety Building to be reasonably available to Town officials and other Town employees, and sufficient hours in the field to adequately supervise police operations. The Employee agrees to notify the Town Manager in advance if he believes it will be necessary to travel out of state in connection with his duties.

- 1.7 The Position is a full-time position. The Employee shall devote that amount of time and energy reasonably necessary to fully and adequately perform the duties of the Position.
- 1.8 The Employee understands that much of his duties are required to be conducted outside normal business hours, and that he may be required to attend meetings or perform other duties at such times. When this occurs, the Employee shall afterward be allowed to take compensatory time off, as he shall deem appropriate, during business hours and at times when the Employee's absence will least adversely affect Town operations. The Employee shall give notice to the Town Manager before taking compensatory time off lasting more than one day.
- 1.9 In case of any absence lasting more than one day, whether for vacation or otherwise, the Employee shall designate a suitable Police Department employee to carry out his duties in the event of an emergency. Whenever the Employee anticipates that he may be unreachable by telephone for more than one day during such an absence, he shall notify the Town Manager in advance.
- 1.10 The Town shall be entitled to all rights, interests, benefits, and profits that may apply to or arise from the work of the Employee.

2.0 COMPENSATION AND BENEFITS

- 2.1 Effective July 1st, 2022, the Employee shall receive compensation at the annual salary rate of \$ 165,412.82 and the salary will increase by 2.25% in each successive year of the agreement.
- 2.2 The employee shall also be entitled to the same "Accreditation Stipend" as other fulltime members of the Department. No additional payment will be provided for EMT Certification, education or other certifications. The Town agrees that it shall not, at any time during the term of this Contract, reduce the salary, compensation or other benefits of the Employee except to the extent that such reduction is part of a general reduction for all non-union employees of the Town, or results from short-fall in Town meeting appropriation, subject to Item 2.4 below. The Employee shall not be eligible for overtime pay.
- 2.3 The Employee will receive five (5) weeks of paid vacation time each year through the term of this Agreement. All vacation time, including without limitation unpaid time must be reported to the Town Manager in advance.
- 2.4 Except where this agreement specifically provides otherwise, the Employee shall be entitled to other benefits (any annual pay increase percentages other than step increases granted to other non-union employees, sick days, personal days, bereavement leave, paid holidays, health, life and worker compensation insurance, retirement plan, etc.) as provided for non-union employees in the Personnel Policies, as amended from time to time.
- 2.5 Notwithstanding the provisions of paragraph 2.2, if the Employee is on duty

at any time on days designated by statute as holidays for police chiefs, he shall be granted an additional day's pay.

- 2.6 The Employee shall be entitled to uniform and cleaning allowances to the same extent as any of a regular police officer of senior rank of the Town.
- 2.7 The Employee understands that the compensation and benefits provided hereunder are subject to appropriation of funds by Town Meeting for the first year of the agreement. All subsequent years of the agreement shall be binding upon the parties.
- 2.8 In the event that the Town implements Police Department regionalization, merger or other cost sharing initiatives during the term of the contract, the employee agrees to cooperate in any reasonable changes of his title and Duties that the Town determines are in the best interests of the regionalization, merger or cost sharing initiative, with the stipulation that all other provisions of this contract including but not limited to salary and benefits will remain in force and that the Town will make all reasonable efforts to maintain the Employee's title as a Chief of Police.

2. PROFESSIONAL STANDING AND DEVELOPMENT

- 3.1 The Employee shall obtain and maintain all professional licenses, certifications and other such qualifications that may be required by law or by this agreement, or otherwise necessary to perform his duties. The Employee shall also identify any professional memberships, certifications, and/or journal subscriptions that he deems reasonably necessary to and useful for the performance of his duties. In addition, the Employee and/or the Town may from time to time determine that it would be beneficial for the Employee to receive additional education or training on a subject related to his duties.
- 3.2 The Employee shall, as part of the annual Town budgeting process, and in cooperation with the Town Manager, submit a request for appropriation of all sums needed for any of the purposes described in this section, including sums for reimbursement of the Employee for reasonable expenses incurred in connection with attendance at a seminar, conference or other such event.
- 3.3 Attendance at any department-related seminar, conference, or other such event shall be without loss of pay or vacation time.

3. VEHICLE

4.1 Due to the 24-hour "on call" nature of the position of Police Chief, the Town shall provide a suitable vehicle for use by the Employee, and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Employee in connection with the performance of his work-related duties, including travel to and from work, for "on call" and emergency responses, and for his professional growth and development to attend meetings and seminars as outlined in this agreement. The Town acknowledges that the Employee will be able to utilize the vehicle for personal use, which shall be minimized at the discretion of the Employee.

5. INDEMNIFICATION, INSURANCE AND BONDING

5.1 The Town will include the Employee under its liability insurance policies in a minimum amount of One Million Dollars (\$1,000,000.00).

5.2 The Town agrees that the Town shall defend, save harmless and indemnify the Employee, consistent with M.G.L. Ch. 258, against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Police Chief of the Town, unless determined by a court of competent jurisdiction to have been the result, in whole or in part, of willful misconduct, gross negligence or criminal activity by the Employee. The Town's policy covers legal fees in defending the Employee for covered claims.

5.3 Upon termination of this agreement, the Town shall have no further obligation to the Employee under this section, unless otherwise provided by the Town's insurance policy.

6. OTHER EMPLOYMENT, CONFLICTS OF INTEREST, AND ETHICS

6.1 The Employee shall devote his time, attention, knowledge and skills solely to the business and interests of the Town. The Employee shall not accept or hold any other full-time, part-time or other position, whether as an employee or independent contractor, with any other employer without advance notice to and written permission of the Town Manager. The Town acknowledges that the Employee is employed on a part-time basis as a teacher and instructor in law enforcement. This part-time employment shall not interfere with his assigned duties for the Town and at all times, the Duties set forth in Appendix A of this Agreement shall take precedence.

6.2 The Employee represents that he is aware of the conflicts-of-interest laws applicable to the Position (including without limitation the provisions of Mass. Gen. L.

Ch. 268A and B), and agrees that he shall at all times act in accordance with such laws.

6.3 The Employee represents that he is aware of the ethics and personnel rules and policies set forth in the Town's Personnel Policies, and agrees that he shall at all times act in accordance with such rules and policies.

7. TERM, EXTENSION AND TERMINATION

7.1 The term of this agreement shall be as set forth in the preamble, unless the agreement is terminated as provided herein.

7.2 Termination or Suspension for Just Cause

7.2.1 During the term of this agreement, the Town may terminate or suspend the Employee for just cause, including but not limited to breach of any term or condition of this agreement. Such action shall occur only after fair notice and a meeting between the Town Manager and the Employee.

7.2.2 The Town Manager shall determine whether to terminate or suspend the Employee after meeting with the Employee. In the event the Town Manager decides to terminate the Employee, he shall report this decision to the Board of Selectmen. The Selectmen shall then meet with the Town Manager and the Selectmen per the provisions of the Open Meeting Law, G.L. c. 30A, § 21(a), as amended from time to time. The Selectmen shall vote whether to confirm the decision of the Town Manager.

7.2.3 In the event of an adverse determination at the meeting described in the preceding paragraphs, the Employee may appeal to an arbitration panel according to the following procedure. Within fifteen days after the adverse determination, the Employee shall give the Town notice of his intention to appeal under this procedure. The parties shall then proceed, within fifteen days after the date notice is given, to choose a panel of three arbitrators. One arbitrator shall be chosen by the Town, one by the Employee, and the third shall be chosen by the two panelists selected by the parties. The panel shall proceed as soon as practicable to hold a hearing, at which the Employee and the Town shall have the right to be represented by counsel. A majority of the panel shall be sufficient to uphold a discharge or reverse the decision of the Selectmen. Unless the parties otherwise agree in writing, the decision of the Selectmen shall remain effective during the arbitration process. The parties shall have such rights to further review of the panel's decision as may be provided by law.

7.2.4 In the event a termination or suspension is reversed or modified as a result of the review process described in the preceding paragraph, the Employee shall be entitled to back pay and benefits.

7.2. In the event the Employee is terminated by the Town for any reason other than cause, or in the event the Employee resigns following a vote by the Board of Selectmen that he resign before the end of the term of this Contract, the Town shall issue to the Employee a lump-sum severance payment equivalent to six (6) month's salary payable on or before the effective date of termination of his employment. This severance payment shall be in lieu of any other compensation or other amount that might otherwise be recoverable at law or in equity.

7.3 In the event the Employee intends to resign voluntarily before the end of the original or extended term of this agreement, the Employee shall give the Town sixty days' advance written notice of this intention, unless the parties otherwise agree in writing. Provided such notice is given, the Employee will be entitled to receive pay for time actually worked and for any accrued vacation under the Town's Personnel Policies. The Employee is not entitled to severance pay in the event of voluntary resignation.

7.4 Death or Disability

7.4.1 In the event the Employee shall, during the term of this agreement, become permanently disabled from performing the duties of the Position, as described further below, the Town may, subject to the requirements of applicable law (such as the Family and Medical Leave Act, Massachusetts General Laws Ch. 41, §. 111F, and Ch. 32), terminate his employment by following the procedure described herein.

7.4.2 The Employee shall be deemed to have become permanently disabled for purposes of this agreement if, because of ill health, physical or mental disability, or other causes beyond his control, the Employee is unable to perform the duties of the Position for sixty consecutive days, or a total of one hundred eighty days during the 3 year term of this agreement, whether or not consecutive.

7.4.3 In the event the Town elects to terminate the Employee due to disability, it shall give notice of its intention in writing, at the address of the Employee set forth in the preamble (or at such other address as the Employee may designate). The termination shall become effective on the last day of the month in which the notice is mailed, or at such later time as the Selectmen may agree in writing.

7.4.4 If the Employee dies during the term of this agreement, the agreement shall terminate as of the date of death. The Town shall pay to the Employee's estate any unpaid compensation owed to the Employee as of the date of death.

7.4.5 As a sworn police officer, the Employee is entitled to injured-on-duty benefits as provided in G.L. c. 41, § 111F. In the event that the Employee is out on paid leave under said Section 111F, he shall not accept any compensation from any employer or receive any other service-related income whether through self-employment or otherwise other than from the Town of Hamilton during that leave period without the written permission of the Town Manager.

7.5 No Automatic Extension

7.5.1 This agreement shall not be automatically extended. Should the parties wish to continue the employment relationship, a new, superseding contract must be executed. The parties agree that they shall notify the other in writing no less than three (3) months prior to the expiration date of the agreement if they wish to enter into good faith negotiations for a new employment term. If no such notice is received by that time, then it shall be presumed that the employment relationship will cease as of the expiration date of the agreement and no party shall owe any further obligation to the other.

8. OTHER TERMS

8.1 In the event a court of competent jurisdiction determines that any provision of this agreement is unlawful or unenforceable, the determination shall not in any way affect the remainder of the agreement.

8.2 No modification of this agreement shall be valid unless it is in writing and signed by both parties.

8.3 This agreement contains the complete employment agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. Neither of the parties has relied upon any agreement or representation not specifically set forth herein. Each of the parties acknowledges that he has relied on his own judgment in entering into this agreement.

8.4 This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

9. DRUG OR ALCOHOL TESTING

9.1 Consistent with employment agreements between the Town and other Department Heads, the Town may conduct random drug or alcohol testing and will retain a laboratory certified under the Department of Health and Human Services (HHS) Mandatory Guidelines for federal workplace drug testing programs. The use of a certified laboratory ensures that the highest standards of forensic toxicology are being met. The most current procedures and guidelines will be strictly followed. Random drug testing will be done while on duty. Tests will be for illegal drugs or alcohol only, if a test indicates a positive result there will be a second test to ensure against a false positive. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify a person as having used drugs or alcohol. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by a Medical Review Officer (MRO) prior to the transmission of the results to the Town. The MRO will be a licensed physician who is responsible for receiving laboratory drug testing results who has knowledge of substance disorders and has appropriate medical training to interpret and evaluate a positive test relative to the medical history and other relevant biomedical information. The MRO shall not be an employee of the laboratory conducting the test. The role of the MRO is to review and interpret confirmed positive test results obtained through the department's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Prior to making a final decision to verify a positive test result the MRO shall give the Employee an opportunity to discuss the test result with him. Following verification of a positive test result, the MRO shall refer the results to the Town.

FOR THE TOWN OF HAMILTON

FOR THE EMPLOYEE

Hamilton Town Manager

Joseph J Domelowicz Jr.

Russell M. Stevens

Date: _____

Date: _____

APPENDIX A:

DUTIES

I. Public Safety Director Duties

Subject to the supervision and direction of the Hamilton Town Manager, acting for the Town under this agreement, the Employee shall have the dual titles of Public Safety Director and Chief of Police. The Employee shall have the following duties and responsibilities:

- A. Duties of Police Chief as detailed in Section II below.
- B. Oversight responsibility for the Fire Department
Hamilton has accepted the Strong Fire Chief statute, G.L. c. 48, §§ 42-44.

Nothing in this agreement shall be deemed to detract from or limit the authority of the Fire Chief under law.

- C. Direct supervisory responsibility for the Emergency Center Operations.
- D. Oversight responsibility for the Animal Control Officer

II. Police Chief Duties

Pursuant to G.L. c. 41, § 97A, the administrative control of the Police Department for the Town shall be the responsibility of the Chief of Police.

His duties shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- D. Submission of reports to the Board of Selectmen, either orally or in writing, when requested or required in order to ensure the proper communication between the Town and the Police Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary and/or reserve officers.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Maintaining the discipline of department personnel, issuing orders, rules, regulations, policies and procedures, and the assignment to shifts and duties of all department personnel.

- K. Being available for hearings before any Board of the Town at which the Police Department is required or requested by the Board of Selectmen to appear, and before Town Meeting when necessary.
- L. Being responsible for planning, organizing, directing, staffing and coordinating police operations.
- M. Being responsible for communications with the public with respect to department operations and policy, equipment and personnel deployment and use, and, together with the Board of Selectmen, with respect to matters related to crime and town public safety.
- N. Supervision of the daily operations of the animal control officer(s).
- O. Such other additional duties as assigned by the Board of Selectmen, provided, however, that the Board of Selectmen reserves the authority and right to reduce or alter these duties from time to time in its sole discretion.

TOWN OF HAMILTON

POLICY REGARDING ONE DAY LICENSES TO SELL ALCOHOLIC BEVERAGES

AS ADOPTED BY THE BOARD OF SELECTMEN ON May 31, 2022

Purpose: The Hamilton Select Board serves as the Local Licensing Authority (LLA) for the Town of Hamilton. The purpose of this policy is to set forth the requirements that apply to any event that seeks to offer the sale or service of alcohol within the Town of Hamilton pursuant to M.G.L. c.138 §14 and 204 CMR 7.00. The goals of this policy are to protect the public welfare and safety. Requirements listed herein are not exhaustive and may be amended by the Select Board to include further restrictions or requirements, such as a police detail, as circumstances may warrant.

A. For any event held public property, including, but not limited to, the Patton Homestead

A serving entity intending to serve alcohol at any event on public property must obtain a One-Day Liquor License from the Select Board, as the Local Licensing Authority for the Town of Hamilton, pursuant to M.G.L c. 138, sec 14, and display it during the event.

i. Application Process

Prior to the event, the Applicant must complete the Application for a One Day License to Serve Alcoholic Beverages with all attached documentation and submit to the Town Manager for review. Applicants may be required to attend a Select Board meeting when their application is under consideration.

ii. Required Documentation. In addition to the completed application, the Town requires that the Applicant to provide the following:

1. A certificate of insurance (ACORD) indicating that the serving entity maintains liability insurance in accordance with the requirements of G.L. c. 138 and any applicable regulations and in an amount deemed sufficient by the Select Board, and not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Town of Hamilton must be listed as an additional insured on the policy. The insurance shall be in effect and include coverage for set up and clean up dates¹;
2. A sketch plan showing the area where alcohol will be stored, served, and consumed;
3. The proposed hours for alcohol service at an event, which may not exceed five (5) hours, within the time frame of 11AM to 10 PM for indoor events and 11 AM to 9 PM for outdoor events;
4. Documentation confirming the entity's M.G.L. c. 138, sec 12C license issued by the Alcoholic Beverage Control Commission ("ABCC") OR that all servers have completed a Massachusetts alcoholic beverage server training program (i.e., TIPS). (**Note:** All servers must work for an

¹ Certificate of insurance is not required for any event held on private property.

independent, licensed, and insured service company or caterer. For a private event, the server CANNOT be a relative of the party hosting the event);

5. Documentation of nonprofit status pursuant to 501(c)(3) or 501(c)(6), if applicable;
6. An affirmation confirming that the alcohol will be purchased prior to the event from an ABCC approved wholesaler or distributor and documentation confirming that will be provided to the town at least 48 hours prior to the event;
7. A check for \$100 made payable to the Town of Hamilton; and
8. Affirmation that the Hamilton Fire Department has been notified if expected number of attendees exceeds 100.

iii. Restrictions and Limitations. The following restrictions and limitations apply:

1. In the case of a nonprofit entity only, for whom a public event is being held, organized pursuant to M.G.L. c. 180 and who is registered with the State division of public charities, that nonprofit entity may accept donated alcoholic beverages from an individual, from an entity licensed to manufacture alcoholic beverages, or from an entity licensed to sell alcoholic beverages at retail or wholesale.
2. Type of alcohol allowed to be served at a public event is governed by M.G.L. c. 138 s. 14 based upon whether the applicant is a for profit (beer and wine only) , nonprofit, or not for profit entity (all alcohol or beer and wine only). Alcohol types will be limited to the types of alcohol allowed under the law and the applicant's license or certification status.
3. Event venues who possess a state issued liquor license are not required to apply for a One Day License. Venues which are in the process of applying for a state liquor license are not eligible for a One Day License. See M.G.L c. 138 s.14 and regs. for other restrictions.
4. A One Day License is not required for private social events at one's private residence. Examples include a graduation party, wedding or baby shower, or birthday party.
- 5 Minors are not allowed in the serving area, and individuals may not carry their beverages outside the area approved for consumption; and
6. Failure to abide by the above Town of Hamilton requirements and regulations or Massachusetts laws pertaining to alcoholic beverages shall be grounds to deny, revoke, or suspend any special license issued under M,G.L. c. 138 s. 14 and 204 CMR 7.00.

B. Seasonal (Repeat Event) Applications

Any Applicant for a One Day License that has an established plan for a seasonal or recurring event on public property and has been granted a One Day License from the Town of Hamilton Select Board at least three times in the preceding 12 months, may apply for a seasonal consideration, which would allow a single approval of up to eight (8) One Day Licenses on one application, under the same

requirement and regulations provided above. The Seasonal Application request must include the total number of seasonal events to be held. Application fees shall not exceed \$300 annually.

INDEMNIFICATION AND RELEASE. Permission to serve alcohol on Town-owned land shall only be granted on the condition that the permit holder acknowledges that the possession and consumption of alcoholic beverages will not be supplied, supervised, or controlled by the Town of Hamilton and that any person who chooses to possess and/or consume alcohol does so at their own risk. Applicants are reminded that Massachusetts General Laws, Chapter 138, section 34, prohibits the delivery of alcoholic beverages to any person under the age of 21 years. Said approval shall be subject to the further condition that the applicant shall release, forever discharge and agree to indemnify and hold harmless the Town of Hamilton and its officers, employees and agents from and against any liability for any and all loss, damage, costs, claims, expenses and compensation arising out of any bodily injury or property damage or loss that the Applicant or any member, volunteer, agent or attendee or any other party receives or incurs, in connection with the event.

TOWN OF HAMILTON

Application for a One Day License to sell Alcoholic Beverages

Please note that applications for a One Day License to sell Alcoholic Beverages must be received by the Town Manager's office at least 3 weeks prior to your function. The Board of Selectmen approves applications at their meetings, which typically are held the 1st and 3rd Monday of each month. Please check the calendar on the Town website for meeting dates.

Date of Event June 22, 2022 Proposed Rain Date _____

Start Time 5 Expected End Time 10

Address of Event The Community House 284 Bay Road Hamilton

Type of Event Garden Club Dinner Number of People 50

Contact Name Gail Lull Phone# 978-468-4818

Company Name The Community House Email gail.communityhouse.org

Name of Company Pouring Alcohol The Community House

The Licensed Activity or Enterprise is:

1. For Profit, Requesting a License for sale of Wine & Malt Beverages only _____
2. Non-Profit, Requesting a License for sale of Wine & Malt Beverages only _____
3. Non-Profit, Requesting a License for sale of all Alcoholic Beverages ✓

** This application may **not** be used for wine tasting events.

Documents required with this Application:

1. 12C license issued by the Alcoholic Beverage Control Commission N/A
2. Certificate of Insurance Liability (ACORD) as outlined in the policy on file
3. A sketch plan showing the area where alcohol will be served, consumed on file
4. Alcohol service times are within the policy ✓
5. Documentation confirming all servers are TIPS certified on file
6. Documentation that alcohol has been purchased by an ABCC approved wholesaler or distributor at least 48 hours prior to the event _____
7. Non-Profit needs documentation of status pursuant to 501(c) (3) or (6) on file
8. Check for \$100.00, made payable to the "Town of Hamilton." ✓
9. The Hamilton Police Department have been notified if expected attendees will exceed 100 guests - spoke with not needed

Gail Lull
Contact's Signature

May 18, 2022
Date



P.O. Box 429
577 Bay Road
Hamilton, MA 01936

Phone
Fax
Web site

(978) 626-5202
(978) 468-2682
<http://www.hamiltonma.gov>

#21863
6/20/22

This Policy is issued by:

Illinois Union Insurance Company
525 West Monroe Street
Suite 400
Chicago, Illinois 60661
NAIC Number 27960



Policy Number: LQRMAF162356114

Renewal of: New

Named Insured & Principal Address:
The Community House, Inc.

284 Bay Rd
South Hamilton, MA 01982-2248

Business Description: Banquet Hall - Unlicensed

In return for payment of the premium and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in the policy.

Policy Period: From 07-15-2021 to 07-15-2022
12:01 a.m. local time at the Principal Address shown above.

Item A. **Policy Premium: \$2,008.00**
*Collection and remittance of premium surcharges for surplus lines policies are the responsibility of the surplus lines broker.
Terrorism Premium included in Annual Premium*

Item B. Notice of Claim under this Policy must be given to:
Chubb North American Claims
P.O. Box 5122
Scranton, PA 18505-3801
Toll Free: (800) 433-0385
Chubbclaimsfirstnotice@chubb.com

Item C.

Endorsements, Notices and other Forms attached to and forming part of this policy at inception are described below.

LD45630	0415	DECLARATIONS PAGE
WSG084	0511	ILLINOIS UNION INSURANCE COMPANY NOTICE
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
TR45231a	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CG0033	1207	LIQUOR LIABILITY COVERAGE FORM
IL0017	1198	COMMON POLICY CONDITIONS
LD5923j	0314	SIGNATURES
ALL20887	1006	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
ALL21101	1106	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
ALL39844	1016	CHUBB GROUP U.S. PRIVACY NOTICE
CG02033	0308	MASSACHUSETTS CHANGES - CANCELLATION AND NONRENEWAL
CG9909	1219	PREMIUM AUDIT NONCOMPLIANCE CHARGE
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
LD43271	0614	EXPANDED DEFINITION OF BODILY INJURY
LD43397	0614	EXPANDED DEFINITION OF EMPLOYEE ENDORSEMENT
LD43399	0614	SEPARATION OF INSURED'S AMENDATORY ENDORSEMENT
LD43402	0614	LIMITATION OF COVERAGE TO INSURED PREMISES ENDORSEMENT
LD43403	0215	PUNITIVE DAMAGES EXCLUSION
LD43426	0614	AMENDMENT OF WHO IS AN INSURED ENDORSEMENT - NEWLY ACQUIRED OR NEWLY FORMED ORGANIZATIONS EXCLUDED
LD43428	0614	FIREARMS EXCLUSION
LD43432	0614	MINIMUM EARNED PREMIUM ENDORSEMENT
LD54606	0121	WARRANTY ENDORSEMENT - EXCLUSION OF COVERAGE FOR BREACH OF ENUMERATED WARRANTIES - NO PRIOR CLAIMS OR INCIDENTS
ILP001	0104	OFAC
XS3U96g	0116	SERVICE OF SUIT ENDORSEMENT
SL34278	0711	MASSACHUSETTS SURPLUS LINES NOTIFICATION

LIQUOR LIABILITY

Each Common Cause Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Location of all Premise(s)

1. 284 Bay Rd, South Hamilton, MA 01982-2248

Loc	Classification	Class Code	Premium Basis	Rates	Premium
1	Banquet Hall - Unlicensed	LIQ27	20 (Events)		\$2,008.00

Total Liquor Liability Premium**\$2,008.00**

	Terrorism Coverage		Included
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Item D. Producer Name and Mailing Address:

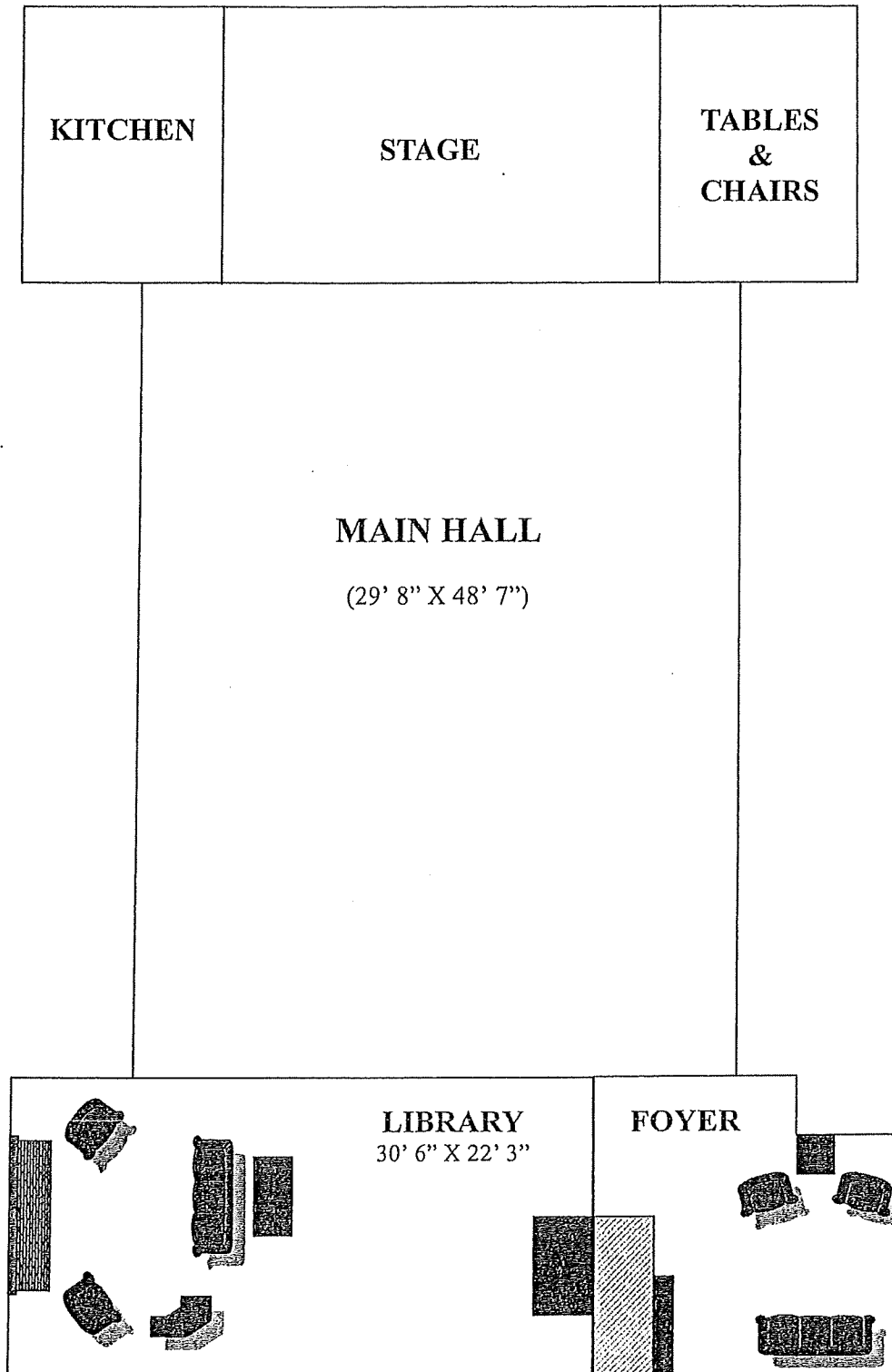
DECOTIS INSURANCE ASSOCIATES OF MASSACHUSETTS LLC (I01620)
35 BRAINTREE HILL OFFICE PARK SUITE 200,
BRAINTREE, MA 2184

Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

MAIN HALL FLOOR PLAN



TIPS[®] eTIPS On Premise 3.1 **CERTIFIED**

Issued: 5/7/2021

Expires: 5/7/2024

ID#: 5466463

Gail H Lull
The Community House of Hamilton and Wenham
284 Bay Rd
South Hamilton, MA 01982-2248

For service visit us online at www.gettips.com

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on March 8, 2020
provided by Health Communications, Inc.
is hereby granted to:

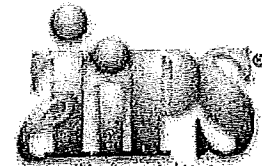
Martha Brennan

Certification to be sent to:

The Community House of Hamilton and Wenham
284 Bay Rd
South Hamilton MA, 01982-2248 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on May 3, 2022
provided by Health Communications, Inc.
is hereby granted to:

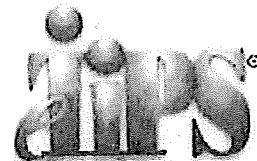
James Turner

Certification to be sent to:

419 Essex St
South Hamilton MA, 01982-2510 USA



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It certifies only that you have completed the course. Valid certification documents will be forwarded to you.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219411
June 17, 2016 LTR 4168C 0
04-2104023 000000 00

00019484

BODC: TE

THE COMMUNITY HOUSE INC
% MELISSA-ELMER DEAMELIO
284 BAY RD
S HAMILTON MA 01982

014010

Employer ID Number: 04-2104023
Form 990 required: yes

Dear Taxpayer:

This is in response to your request dated June 08, 2016, regarding your tax-exempt status.

We issued you a determination letter in August 1944, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248219411
June 17, 2016 LTR 4168C 0
04-2104023 000000 00
00019485

THE COMMUNITY HOUSE INC
% MELISSA-ELMER DEAMELIO
284 BAY RD
S HAMILTON MA 01982

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L2053867136
Notice Date: December 3, 2018
MA Taxpayer ID: 10563049



CERTIFICATE OF EXEMPTION



THE COMMUNITY HOUSE, INC.
284 BAY RD
SOUTH HAMILTON MA 01982-2248

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

THE COMMUNITY HOUSE, INC.
284 BAY RD
SOUTH HAMILTON MA 01982-2248

MA Taxpayer ID: 10563049
Certificate Number: 179656704

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: January 4, 2019

Expiration Date: January 3, 2029

TOWN OF HAMILTON

Application for a One Day License to sell Alcoholic Beverages

Please note that applications for a One Day License to sell Alcoholic Beverages must be received by the Town Manager's office at least 3 weeks prior to your function. The Board of Selectmen approves applications at their meetings, which typically are held the 1st and 3rd Monday of each month. Please check the calendar on the Town website for meeting dates.

Date of Event SAT. JUNE 18 Proposed Rain Date N/A

Start Time 5:00 PM Expected End Time 8:30 PM

Address of Event IRON OX FARM
656 ASBURY ST. SOUTH HAMILTON Hamilton

Type of Event FARM DINER DINNER Number of People 30

Contact Name ALEXIS HARWOOD Phone # 413-588-2096

Company Name HELENS BOTTLE SHOP Email ALEXIS@HELENSBOTTLESHOP.COM

Name of Company Pouring Alcohol HELEN'S BOTTLE SHOP

The Licensed Activity or Enterprise is:

1. For Profit, Requesting a License for sale of Wine & Malt Beverages only ☒
2. Non-Profit, Requesting a License for sale of Wine & Malt Beverages only ☐
3. Non-Profit, Requesting a License for sale of all Alcoholic Beverages ☐

** This application may **not** be used for wine tasting events.

Documents required with this Application:

1. 12C license issued by the Alcoholic Beverage Control Commission ☒
2. Certificate of Insurance Liability (ACORD) as outlined in the policy ☒
3. A sketch plan showing the area where alcohol will be served, consumed ☐
4. Alcohol service times are within the policy ☒
5. Documentation confirming all servers are TIPS certified ☒
6. Documentation that alcohol has been purchased by an ABCC approved wholesaler or distributor at least 48 hours prior to the event ☐
7. Non-Profit needs documentation of status pursuant to 501(c) (3) or (6) ☒
8. Check for \$100.00, made payable to the "Town of Hamilton." ☒
9. The Hamilton Police Department have been notified if expected attendees will exceed 100 guests - spoke with N/A

[Signature]
Contact's Signature

5/21/22
Date



P.O. Box 429
577 Bay Road
Hamilton, MA 01936

Phone
Fax
Web site

(978) 626-5202
(978) 468-2682
<http://www.hamiltonma.gov>

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.0
For coursework completed on April 30, 2019
provided by Health Communications, Inc.
is hereby granted to:

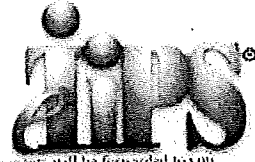
Alexis Harwood

Certification to be sent to:

**7 Curtis Sq
Gloucester MA, 01930-2504 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

**License to Expose, Keep for Sale, and to Sell
Wines and Malt Beverages**

License #89611-PK-0650

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Logue Insurance Agency, Inc. 1 Central Street PO Box 419 Manchester-By-The-Sea, MA 01944	CONTACT NAME:	
	PHONE (A/C, No, Ext): 978-526-8444	FAX (A/C, No): 978-526-8718
INSURED Helens Bottle Shop Llc 2 School St #C Manchester, MA 01944	E-MAIL ADDRESS: Tim@LogueInsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Safety Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BMA0031225	06/24/21	06/24/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Iron Ox Farm
656 Asbury Street
South Hamilton, MA 01936

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ASBURY ST.

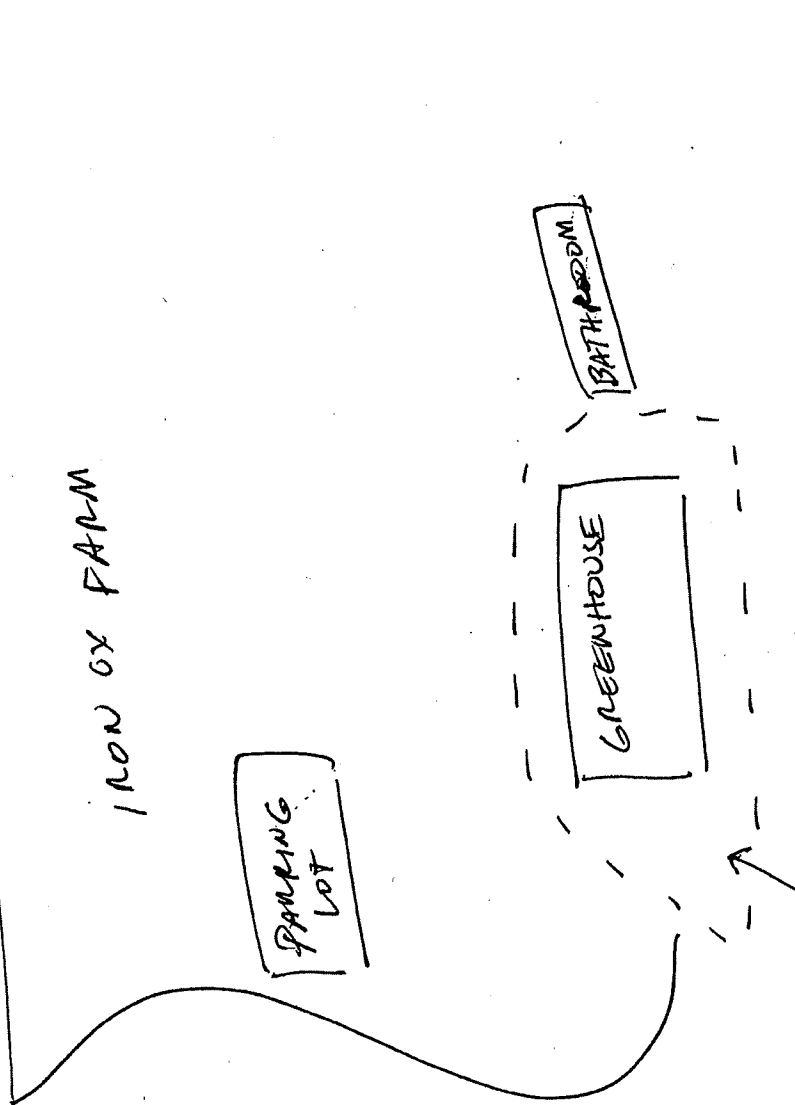
IRON OX FARM

PARKING
LOT

GREENHOUSE

BATH ROOM

ALCOHOL
CONSUMPTION
AREA



DRAFT

Town of Hamilton Environmental Impact Committee

There shall hereby be established an advisory committee to the Select Board to be known as the Hamilton Environmental Impact Committee, herein also referred to as the "Committee."

Purpose

The purpose of the Committee is to:

- Ensure Hamilton's ongoing commitment to making thoughtful, responsible, and environmentally conscious decisions;
- Provide insight and guidance to the Select Board as to the opportunities available for measuring and reducing our environmental impact at a household and town level;
- Serve as a liaison and representative for the interests and goals of the Town of Hamilton as it pertains to reducing the impact of our regional and shared services.

The Committee will be responsible for considering the town's impact and opportunities across a range of environmental factors (e.g. alternative energy consumption, waste management, infrastructure and fleet energy efficiency) while also working with the town of Wenham and HWRSD to reach our net-zero carbon energy goals by 2040 goal. (See duties for full overview.)

Composition.

The Town Manager shall serve as an ex officio member of the Committee. The Committee shall consist of five (5) voting members:

1. One member of the Hamilton Board of Selectmen, as designated by the Hamilton Board of Selectmen;
2. HUMAN
3. HUMAN
4. HUMAN
5. HUMAN

TBD

Term.

Town government representatives shall be appointed for terms of three years, and shall cease to serve on the Committee if they no longer hold their underlying positions. Resident members will be appointed for a period of two years. Any member may be removed with or without cause by the Select Board. Any vacancy that occurs other than by the expiration of a term shall be filled for the remainder of the unexpired term. The members of the Committee shall serve without compensation.

Duties.

The Committee shall serve in an advisory capacity to the Select Board in three key areas:

1. Assessment, measurement, and reporting of our energy consumption and waste patterns and impact
2. Gap analysis and prioritization of opportunities for improved efficiency
3. Strategic planning and recommendation of policies, procedures, and opportunities that will:
 - a. Qualify the town/region for grants or funds
 - b. Improve our long-term viability and reduce our negative impact
 - c. Help reach our net zero energy carbon by 2040 goal

In addition, the committee is responsible for:

1. The consideration and coordination of our waste management resources and municipal vulnerability imperatives, as well as feedback from residents and other commissions and committees as they pertain to our environmental impact.
 2. Twice years, or as requested, reporting to the Select Board on the measurement and recommendations
 3. TBD
-

Joe Domelowicz

From: Jamie Knudsen
Sent: Sunday, May 29, 2022 11:52 AM
To: Shawn Farrell
Cc: Joe Domelowicz
Subject: flag policy
Attachments: 2022 Draft Flag Policy.docx

Shawn,

To the extent that you want to bring this up in the near future, I've drafted a new version, though it's taken fairly wholesale from a League of Oregon Cities Guide to Public Flag Display model resolution, so I'm not asserting pride of authorship. There may be a few other things that could be addressed in the policy. One is interesting: I had assumed that the POW/MIA flag was mandated, but it is not in Massachusetts (bills have been proposed several times, but never passed, I believe); it's mandated at federal buildings as of 2019 and other states have mandated it. Thus, we could put it permanently in the policy that we fly it, or we could treat it as a commemorative flag per the policy. If we're inclined to fly it permanently, I'd say we should just put it right in the policy in the commemorative flag section.

Regarding why I think we should have some policy, here is an excerpt from the Shurtleff Supreme Court case:

The facts of this case are much closer to *Matal v. Tam*. There, we held that trademarks were not government speech because the Patent and Trademark Office registered all manner of marks and normally did not consider their viewpoint, except occasionally to turn away marks it deemed “offensive.” 582 U. S., at ___, ___, 137 S. Ct. 1744, 198 L. Ed. 2d 366 (slip op., at 14, 22).

Boston’s come-one-come-all attitude—except, that is, for Camp Constitution’s religious flag—is similar.

Boston could easily have done more to make clear it wished to speak for itself by raising flags. Other cities’ flag-flying policies support our conclusion. The City of San **Jose**, California, for example, provides in writing that its “flagpoles are not intended to serve as a forum for free expression by the public,” and lists approved flags that may be flown “as an expression of the City’s official sentiments.” See Brief for Commonwealth of Massachusetts et al. as *Amici Curiae* 18.

All told, while the historical practice of flag flying at government buildings favors Boston, the city’s lack of meaningful involvement in the selection of flags or the crafting of their messages leads us to classify the flag raisings as private, not government, speech—though [*24] nothing prevents Boston from changing its policies going forward.

TOWN OF HAMILTON
Select Board

POLICY NAME: Display of Flags on Town Property

AFFECTED: () All employees () Boards () Committees ()
Elected () Appointed (X) Town Wide

DATE OF VOTE:

EFFECTIVE DATE:

POLICY TYPE: (X) New () Amendment

WHEREAS, the Select Board desires to establish clear guidelines regarding the display of all flags flown on town-owned or town-maintained properties; and

WHEREAS, in adopting this policy, the Select Board declares that flagpoles owned or maintained by the Town of Hamilton are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of any governmental and non-governmental flag authorized by the Select Board either required by law or as an expression of the Select Board's official government speech.

NOW, THEREFORE, BE IT RESOLVED by the Town of Hamilton Select Board that:

SECTION 1: Flags shall be displayed in accordance with Federal and State statutes and regulations, including but not limited to, United States Code, Title 4, Chapter 1 and M.G.L. c. 2, secs. 6 and 6A, 950 C.M.R. secs 34.00 et seq.

SECTION 2: Commemorative Flag.

1. As an expression of the Town's official government speech, the Select Board may authorize the display of a commemorative flag to fly at town-owned or town-maintained properties.
2. The Select Board shall only consider a request to display a commemorative flag if the request is made by a member of the Select Board. Requests to fly a commemorative flag by members of the public will not be considered.
3. The decision to approve or deny a request to display a commemorative flag shall be made at a publicly noticed Select Board meeting.
4. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated.
5. Commemorative flags must be either purchased by the Town or temporarily donated for the City's use and must be clean, without holes and tears and be made of an all-weather fabric. Commemorative flags but be the same size or smaller than the United States and Massachusetts flags that are flown.

6. If any other flag is flown at half-staff, the commemorative flag will also be flown at half-staff.
7. A “commemorative flag” as defined in this Policy shall mean a flag that identifies with a specific historical event, recognized holiday, cause, or group of people that the Select Board chooses to honor or commemorate consistent with the Town’s mission and priorities. The following are not allowed as Commemorative Flags and will not be considered by the Select Board:
 - a. Flags of a particular religious movement or creed to avoid the appearance of Town government endorsing religion or a particular religious movement or creed;
 - b. Flags of a political party to avoid the appearance of Town government endorsing a political party; and
 - c. Flags advocating a certain outcome in an election.

SECTION 3: This Policy is effective immediately upon passage.

TOWN OF HAMILTON

TOWN MANAGER

Hamilton Special Town Meeting October 1, 2022

DRAFT list of warrant articles:

- Approve funds for a Feasibility Study Phase for the HWRSD to replace Cutler (and Winthrop) School – may be a companion to Debt Exclusion ballot question
- Approve request to utilize other town sources to reduce costs of Town Hall renovation – may be a companion to Debt Exclusion ballot question
- Approve extension of CPC funds for Town Hall Renovations
- Approve amendments to Hamilton Conservation By-Law
- Approve possible zoning by-law amendments:
 - Amendment to Commercial Overlay District
 - Amendment to Downtown Zoning District



P.O. Box 429
577 Bay Road
Hamilton, MA 01936

Phone (978) 468-5572
Fax (978) 468-2682
Web site <http://www.hamiltonma.gov>

In-House Funding Sources for Large Projects

Available Funds Funding Source	Total Funds	Restricted from use	Total Available* (Creates Future Liabilities)	Financial Policy Requirements n/a; if expend \$750,000 or more in single year, must do federal single audit	Minimum Required to hold/pay back	Payback Terms?	Total Amount could use on Town Hall?
ARPA	\$ 2,406,499	\$ 1,689,750	\$ 716,749			Minimum Floor of 5% of annual operating budget amount	\$ 500,000.00
Free Cash	\$ 4,178,072	\$ 1,822,655	\$ 2,355,417	Must maintain 5% of annual operating budget in Free Cash Must pay back within 2 years or use; wiping this amount out would cause serious budget problems in future years			\$ 1,750,000.00
General Stabilization (as of 3/31/2022)	\$ 1,816,333	\$ -	\$ 908,166.50			Must replenish within 2 years of use	\$ 908,166.50
Capital Stabilization (as of 3/31/2022)	\$ 1,460,096	\$ -	\$ 730,048	Must maintain minimum equal to annual depreciation (current "floor" is \$1,366,967)		n/a but would require annual appropriation back to the required floor	\$ 730,048.00
Recreation Fields Stabilization (as of 3/31/2022)	\$ 570,521	\$ -	\$ 570,521				\$ -
Overlay Surplus	\$ 844,589	\$ 390,000	\$ 454,589				
Water Retained Earnings	\$ 968,628			Must maintain 20% of current FY budget in account; that is a little over \$400k in FY23	*Rate Change required if used up	rate change to clear way to pay back	\$ 322,876.00
	\$ 12,244,738	\$ -	\$ 5,735,490				\$ 4,211,090.50